

# COTTONWOOD HEIGHTS

## RESOLUTION No. 2021-31

### A RESOLUTION APPROVING "PRODUCTION TEAM" CONTRACTS FOR 2021 ARTS COUNCIL PLAY

**WHEREAS**, the city council (the "*Council*") of the city of Cottonwood Heights (the "*City*") met on 15 June 2021 to consider, among other things, approving the City's entry into contracts (the "*Agreements*") with the various members of the "production team" of this year's city-sponsored play, *Matilda*, to occur from 9-17 July 2021 in the Butler Middle School auditorium in the City; and

**WHEREAS**, the members of the production team, and the compensation to be paid to them under the *Agreements*, are as follows:

<u>Name</u>	<u>Position</u>	<u>Fee</u>
Adam Cannon	Director	\$650.00
Jin-Xiang Yu	Choreographer	\$450.00
Robert Bedont	Music Director	\$450.00
Robert Bedont	Orchestra Director	\$400.00

**WHEREAS**, the Council has reviewed the form of the *Agreements*, a photocopy of which is annexed hereto as an exhibit; and

**WHEREAS**, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City's entry into the *Agreements* as proposed;

**NOW, THEREFORE, BE IT RESOLVED** by the city council of Cottonwood Heights that the *Agreements* are hereby approved, and that the City's mayor and recorder are authorized and directed to execute and deliver the *Agreements* on behalf of the City.

This Resolution, assigned no. 2021-31, shall take effect immediately upon passage.

**PASSED AND APPROVED** this 15<sup>th</sup> day of June 2021.

ATTEST:

By:   
Paula Melgar, Recorder



COTTONWOOD HEIGHTS CITY COUNCIL

By:   
Michael J. Peterson, Mayor

**VOTING:**

Michael J. Peterson	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Douglas Petersen	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
J. Scott Bracken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Tali C. Bruce	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Christine Watson Mikell	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

**DEPOSITED** in the office of the City Recorder this 15<sup>th</sup> day of June 2021.

**RECORDED** this 17 day of June 2021.

## Exhibit to Resolution 2021-31

(Attach Form of Production Team Contract)

## Production Team Agreement

**THIS PRODUCTION TEAM AGREEMENT** (this "*Agreement*") is made effective 15 June 2021 by the city of **COTTONWOOD HEIGHTS**, a Utah municipality whose address is 2277 East Bengal Blvd., Cottonwood Heights, UT 84047 ("*City*"), and by the undersigned individual ("*Contractor*").

### **RECITALS:**

A. City has formed the Cottonwood Heights Arts Council (the "*Arts Council*") as an advisory body to the City to promote the arts and cultural events for the betterment of the City and its residents and to enhance the quality of life in the City.

B. The Arts Council intends to stage the theatrical production of Roald Dahle's "Matilda The Musical" (the "*Play*") in the City from Friday, 9 July 2021 through Saturday, 17 July 2021, and desires to retain qualified assistance from those with theatrical expertise in order to properly stage the Play.

C. Contractor has expertise in theatrical productions and desires to be engaged by City to provide certain services in connection with the Play, on the terms and conditions specified in this Agreement.

### **AGREEMENT:**

**NOW, THEREFORE**, in consideration of the premises, the mutual covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Engagement.** City hereby engages Contractor, and Contractor hereby accepts such engagement, to perform the work in connection with the Play that is particularly described on the attached exhibit (the "*Exhibit*"), together with such additional and supplementary work in connection with the Play as City reasonably may request (collectively, the "*Services*").

2. **Materials, Supplies and Equipment.** City will furnish all materials, supplies and equipment needed to stage the Play in a manner reasonably acceptable to City. Otherwise, Contractor shall provide at its cost all materials, supplies and equipment needed to perform the Services.

3. **Time for Performance.** The Services shall be undertaken in such sequence as to assure their expeditious completion for purposes of staging the Play as scheduled.

4. **Standards.** The Services shall be performed and provided by Contractor in a professional, ethical manner in compliance with all laws and applicable standards of performance. Subject to the foregoing and the other requirements of this Agreement, the exact nature of how the Services are to be performed and other matters incidental to providing the Services shall remain with Contractor.

5. **Fees for Services, Costs and Expenses.** City shall pay Contractor the remuneration specified on the Exhibit for all Services, costs and expenses incurred hereunder following staging of the Play and satisfactory completion of all of the Services.

6. **Status.** In performing the Services, Contractor shall at all times be an independent contractor, and not an employee, of City. As an independent contractor, Contractor shall not be entitled to any benefits or perquisites offered by City to its employees, such as insurance coverage, paid vacation, retirement plan funding, or any other items. Instead, Contractor's sole compensation for performance of the Services shall be the compensation described in section 5 above.

7. **Termination.** City may terminate this Agreement, with or without cause, upon written notice to Contractor. If City so terminates, then City shall pay Contractor for all Services properly performed prior to such termination, as reasonably determined by City after reviewing the stage of completion of the products of the Services.

8. **Indemnity.** Contractor shall defend, indemnify, save and hold harmless City, including its elected and appointed officials, employees, agents and contractors from and against any and all demands, liabilities, claims, damages, actions, or proceedings, in law or in equity, including reasonable attorneys' fees and costs of suits, relating to or arising from Contractor's performance of the Services in a manner that is negligent or intentionally improper.

9. **Miscellaneous Provisions.** The following provisions are also an integral part of this Agreement:

(a) **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

(b) **Additional Actions.** The parties hereto shall do such further acts and things and shall execute and deliver such additional documents and instruments as may be necessary or desirable to carry out the intent of this Agreement or as the other party, or its counsel, may reasonably require in order to consummate, evidence or confirm the provisions of this Agreement.

(c) **Interpretation, Etc.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof and any gender shall include the other genders. This Agreement is made in the state of Utah; shall be governed by, and construed and enforced in accordance with, the local laws of said state (excluding the choice of laws rules) regardless of the domicile and/or residence of either party; and will be deemed for such purposes to have been made and executed in Salt Lake County, Utah. Unless otherwise provided, references in this Agreement to particular articles, exhibits, sections and subsections are to those respective divisions in this Agreement (including all subparts of such divisions). Time is the essence of this Agreement.

(d) Modification. This Agreement may only be modified by a writing signed by the parties.

(e) Waiver. No waiver of any breach or default by any party to this Agreement shall be considered to be a waiver of any other breach or default.

(f) Integration Clause. This Agreement contains the entire agreement between the parties concerning the matters that are set forth herein and supersedes all prior agreements, correspondence, memoranda, representations and understandings of the parties relating thereto. No representations have been made to induce the parties hereto to enter into this Agreement except as are set forth herein.

(g) Severability. Whenever possible, each provision of this Agreement and every related document shall be interpreted in such manner as to be valid under applicable law; however, if any provision of any of the foregoing is invalid or prohibited under applicable law, then such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.

(h) Assignment. Contractor may not assign or delegate its rights or obligations hereunder to any third party without City's prior written consent.

**DATED** effective the date first above written.

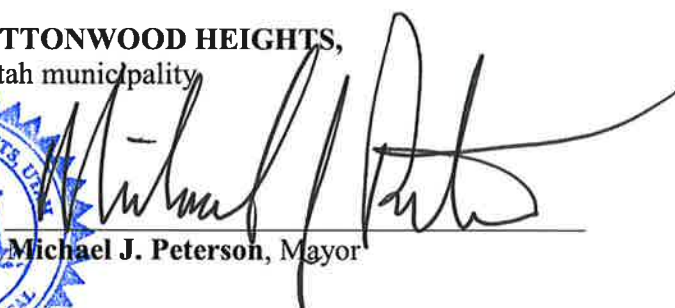
**CITY:**

**COTTONWOOD HEIGHTS,**  
a Utah municipality

**ATTEST:**

By:   
Paula Melgar, Recorder



By:   
Michael J. Peterson, Mayor

**CONTRACTOR:**



Signature

Print Name: Robert Bedont

Address: 1776 Champagne Avenue  
Taylorsville, UT 84129

Exhibit to  
Production Team Agreement

(Attach Description of Services, Compensation, Etc.)

# Exhibit to Production Team Agreement

## **ORCHESTRA DIRECTOR**

The orchestra director is to work closely with the producer and music director in putting together and conducting the orchestra.

Responsibilities include:

- Determine orchestra needs for the production.
- Audition musicians for the orchestra.
- Schedule and hold rehearsals to teach the music to the orchestra.
- Work with music director to coordinate leads to practice solos with orchestra.
- Work with music director to document all music cuts, cues and song tempos for each song in the music.
- Attend rehearsals to get a feel of the songs in the show.
- Work with music director to transition into place to lead and cue all actors on stage.
- Ensure orchestra area is set up appropriately, setting up stands, chairs, lights, etc.
- Test orchestra with production numbers to ensure proper balance.
- Conduct orchestra and cast during performances.
- Communicate via text messaging to the music director or producer during performances if issues arise and assistance is needed to resolve the issue.

Communication regarding the production will come directly from the director.

The orchestra director must be available and involved with the production, performing the above responsibilities, until the show ends, including any items that need adherence after the show and all is completed by Friday, July 30, 2021.

The orchestra director will be paid \$400 for her/his work, at the completion of the production responsibilities. The payment will be no earlier the two weeks from the latest date of all receipts and documentation turned in, and latest date of items verified returned to rental houses, if acquired from such.



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### **RECITALS:**

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B. The Arts Council intends to stage the theatrical production of Roald Dahle's "Matilda The Musical" (the "*Play*") in the City from Friday, 9 July 2021 through Saturday, 17 July 2021, and desires to retain qualified assistance from those with theatrical expertise in order to properly stage the Play.

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6. **Status.** In performing the Services, Contractor shall at all times be an independent contractor, and not an employee, of City. As an independent contractor, Contractor shall not be entitled to any benefits or perquisites offered by City to its employees, such as insurance coverage, paid vacation, retirement plan funding, or any other items. Instead, Contractor's sole compensation for performance of the Services shall be the compensation described in section 5 above.

7. **Termination.** City may terminate this Agreement, with or without cause, upon written notice to Contractor. If City so terminates, then City shall pay Contractor for all Services properly performed prior to such termination, as reasonably determined by City after reviewing the stage of completion of the products of the Services.

8. **Indemnity.** Contractor shall defend, indemnify, save and hold harmless City, including its elected and appointed officials, employees, agents and contractors from and against any and all demands, liabilities, claims, damages, actions, or proceedings, in law or in equity, including reasonable attorneys' fees and costs of suits, relating to or arising from Contractor's performance of the Services in a manner that is negligent or intentionally improper.

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(d) Modification. This Agreement may only be modified by a writing signed by the parties.

(e) Waiver. No waiver of any breach or default by any party to this Agreement shall be considered to be a waiver of any other breach or default.

(f) Integration Clause. This Agreement contains the entire agreement between the parties concerning the matters that are set forth herein and supersedes all prior agreements, correspondence, memoranda, representations and understandings of the parties relating thereto. No representations have been made to induce the parties hereto to enter into this Agreement except as are set forth herein.

(g) Severability. Whenever possible, each provision of this Agreement and every related document shall be interpreted in such manner as to be valid under applicable law; however, if any provision of any of the foregoing is invalid or prohibited under applicable law, then such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.

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**DATED** effective the date first above written.

**CITY:**

**COTTONWOOD HEIGHTS,**  
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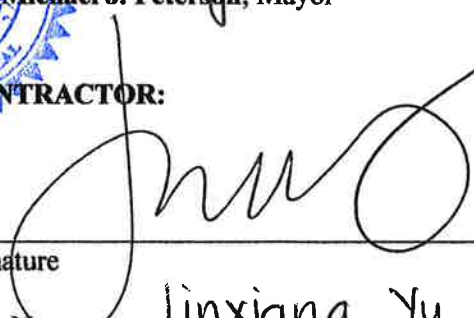
**ATTEST:**

By:   
Paula Melgar, Recorder

By:   
Michael J. Peterson, Mayor



**CONTRACTOR:**

Signature 

Print Name:

Jinxiang Yu

Address:

7485 S. 2135 E.  
SALT LAKE CITY, UT 84121

**Exhibit to  
Production Team Agreement**

**(Attach Description of Services, Compensation, Etc.)**

# Exhibit to Production Team Agreement

## CHOREOGRAPHER

The choreographer designs and directs the dance or stylized movement in musical productions, working closely with the director and musical director.

Responsibilities include:

- Attend and give input at auditions as to roles that require movement. Casting decisions are made based on group discussions of the listed participants and, if necessary, a majority consensus. If a close friend or relative is part of casting, the choreographer will be asked to refrain from participating in the decision making for that individual.
- Create a choreographed short number to teach at call backs.
- Work with director, music director to identify any scene or music edits to the show.
- Obtain music to show and create dance choreography that aligns with genre of the show.
- Coordinate a choreography rehearsal schedule with the director and musical director. The choreographer must gain a full understanding of the director's vision of the show, including style and pacing, and must be familiar with the script and music.
- Supports the director's vision. Ensure all elements of movement and dance work as part of the larger picture. Ensure the choreography supports the story, characters, and the overall artistic intent.
- Work closely with the musical director, costume designer, set designer and lighting designer, to make sure that all stage movement is compatible with musical cues, costuming, sets and lighting.
- Work with dancers to interpret and develop ideas and transform them into the finished performance. Ensure choreography is engaging, yet not overly complicated for community theatre actors.
- Coordinate and communicate with the assistant choreographer (if applicable).
- Be prepared for work with non-dancers, or dancers with limited experience, as well as those who have had considerable training.
  - Determine if extra rehearsal time is necessary.
  - Maximize the amount of time and space available during rehearsal.

The choreographer must be available and involved with the production, performing the above responsibilities, until the show ends, including any items that need adherence after the show and all is completed by Friday, July 30, 2021.

The choreographer will be paid \$450.00 for her/his work, at the completion of the production responsibilities. The payment will be no earlier the two weeks from the latest date of all receipts and documentation turned in, and latest date of items verified returned to rental houses, if acquired from such. In lieu of such cash payment the choreographer may elect to receive up to ten free tickets to the show. If choreographer so elects, then the cash payment will be reduced on the basis of \$45 for each free ticket so provided to choreographer at her/his request.



## Production Team Agreement

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**CITY:**

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a Utah municipality

**ATTEST:**

By:

  
Paula Melgar, Recorder

By:

  
Michael J. Peterson, Mayor



**CONTRACTOR:**



Signature

Print Name: Robert Bedont

Address: 1776 Champagne Avenue  
Taylorsville, UT 84129



**Exhibit to  
Production Team Agreement**

(Attach Description of Services, Compensation, Etc.)

## Exhibit to Production Team Agreement

### MUSIC DIRECTOR

The music director works closely with other members of the show's creative team to oversee all musical aspects of the production. The music director must understand how the music and songs support the story, setting, drama and emotional context, and to bring out those critical elements in high quality and consistent performances. The music director begins preparations for the show months prior to casting to study the music score and ensure that all music aspects are organized and ready to be taught to the cast.

Responsibilities include:

- Study score and music recordings months prior to production.
- All cuts and edits to the music must be approved through MTI.
- Communicate any edits to music with the director, choreographer, rehearsal pianist and orchestra director.
- Identify which songs are performed by cast leads and ensemble. Create a list to help organize the rehearsal schedule.
- Create music schedule for the beginning of rehearsals.
- Study and develop musicality of the production to align with director's vision.
- Assist with auditions by preparing the music and teaching small groups.
- Participate in auditions and assist the director in casting choices, especially for parts that include extensive vocal ability. Casting decisions are made based on group discussions of the listed participants and, if necessary, a majority consensus. If a close friend or relative is part of casting, the music director will be asked to refrain from the decision making for that individual.
- Prepared for music rehearsals by having the music ready for cast members.
- Provide rehearsal recordings to cast through tracks or a rehearsal pianist.
- Assist the cast in learning the music and performing it to the best of their ability.
  - Provide one on one coaching as needed. Help performers understand lyrics and sign while moving.
- Conduct warmups at every rehearsal and prior to every performance.
- During performances, ensure sound balance for orchestra and cast are appropriate.

The music director must participate as agreed in all rehearsals and performances on Friday, July 30, 2021 and to assist with the wrap up of production, including the gathering of music scores and rehearsal materials.

The music director will be paid \$450 for her/his work, at the completion of the production responsibilities. The payment will be no earlier the two weeks from the latest date of all receipts and documentation turned in, and latest date of items verified returned to rental houses, if acquired from such

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(a) **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

(b) **Additional Actions.** The parties hereto shall do such further acts and things and shall execute and deliver such additional documents and instruments as may be necessary or desirable to carry out the intent of this Agreement or as the other party, or its counsel, may reasonably require in order to consummate, evidence or confirm the provisions of this Agreement.

(c) **Interpretation, Etc.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof and any gender shall include the other genders. This Agreement is made in the state of Utah; shall be governed by, and construed and enforced in accordance with, the local laws of said state (excluding the choice of laws rules) regardless of the domicile and/or residence of either party; and will be deemed for such purposes to have been made and executed in Salt Lake County, Utah. Unless otherwise provided, references in this Agreement to particular articles, exhibits, sections and subsections are to those respective divisions in this Agreement (including all subparts of such divisions). Time is the essence of this Agreement.

(d) Modification. This Agreement may only be modified by a writing signed by the parties.

(e) Waiver. No waiver of any breach or default by any party to this Agreement shall be considered to be a waiver of any other breach or default.

(f) Integration Clause. This Agreement contains the entire agreement between the parties concerning the matters that are set forth herein and supersedes all prior agreements, correspondence, memoranda, representations and understandings of the parties relating thereto. No representations have been made to induce the parties hereto to enter into this Agreement except as are set forth herein.

(g) Severability. Whenever possible, each provision of this Agreement and every related document shall be interpreted in such manner as to be valid under applicable law; however, if any provision of any of the foregoing is invalid or prohibited under applicable law, then such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.

(h) Assignment. Contractor may not assign or delegate its rights or obligations hereunder to any third party without City's prior written consent.

**DATED** effective the date first above written.

**CITY:**

**COTTONWOOD HEIGHTS,**  
a Utah municipality

**ATTEST:**

By: 

Paula Melgar, Recorder

By: 

Michael J. Peterson, Mayor



**CONTRACTOR:**

  
Signature

Print Name: Adam Q Cannon

Address: 4147 Bay Circle  
Lehi, UT 84043

# Exhibit to Production Team Agreement

(Attach Description of Services, Compensation, Etc.)

# Exhibit to Production Team Agreement

## **DIRECTOR**

The director is responsible for conceiving, developing, and implementing the artistic vision, image and goals of the Cottonwood Heights Arts Council and the city of Cottonwood Heights, which is the show producer.

The director reports directly to the Arts Council and works on behalf of the producer. The director is responsible for all visual elements of the production.

Responsibilities include:

- Assist in the development of the production team in conjunction with the Arts Council and the producer.
- Conduct, with the producer, musical director, and choreographer in auditions, call backs, and casting. Casting decisions are made based on group discussions of the listed participants and, if necessary, a majority consensus. If a close friend or relative is part of casting, the director will be asked to refrain from participating in the decision making for that individual.
- Develop the production timeline in conjunction with the producer.
- Develop the rehearsal schedule in collaboration with the musical director and choreographer.
- Establish all blocking and show flow. Assist with the development of lighting, sound, costumes, props, and set design.
- Assist the set designer and stage manager to:
  - Ensure smooth cue to cue transitions.
  - Ensure set creations meet expectations and vision of the director.
  - Ensure sets meet school district regulations (fire code, risk management, etc.).
  - Ensure post-production set strike is organized and executed efficiently.
- Maintain a positive and safe environment for cast members during rehearsals.
- Work with stage manager to take positive action during rehearsals to manage behavior issues that may be disruptive.
- Maintain positive and frequent communication with production team and cast.
- Provide notes after rehearsals to cast and production team.

The director must be available and involved with the production, performing the above responsibilities, until the show ends, including any items that need adherence after the show and all is complete by Friday, July 30, 2021. The director is responsible to be at every rehearsal during the run of the production.

The director will be paid \$650 for her/his work, at the completion of the production responsibilities. The payment will be no earlier the two weeks from the latest date of all receipts and documentation turned in, and latest date of items verified returned to rental houses, if acquired from such.